

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE KINGDOM OF CAMBODIA CONCERNING
COOPERATION IN INFECTIOUS DISEASE RESEARCH

PREAMBLE

The Governments of the United States of America and the Kingdom of Cambodia (hereinafter referred to as "the Parties"), understanding that:

- infectious diseases in Cambodia significantly affect that nation's public health and add to the economic burden in the country's development;
- of particular concern are malaria, tuberculosis, HIV, hepatitis arboviral and enteric diseases;
- the United States Department of Defense currently deploys personnel to Cambodia for a variety of missions including Joint Task Force-Full Accounting missions and other efforts;
- in this context the United States Department of Defense has a strong interest in identifying infectious disease agents that may pose a threat to United States personnel in Cambodia and that are of major public health concern to the Royal Government of Cambodia;

have agreed to collaborate in the conduct of medical research projects of mutual interest as set forth in this agreement.

ARTICLE I
IMPLEMENTATION

1. The implementing agency for Cambodia is the Ministry of Health. The implementing agency for the United States is the Department of the Navy Naval Medical Research Unit Number 2 (NAMRU-2). Other agencies that will participate in research under this agreement are, for Cambodia, the Department of Health of the Ministry of National Defense (DHMND) and the National Institute of Public Health of the Ministry of Health (NIPH), and for the United States, the U.S. Army Element (Royal Thai) Armed Forces Research Institute of Medical Science (AFRIMS), Bangkok, Thailand.

2. The parties shall implement this agreement in accordance with their respective laws and regulations. The implementation of this agreement shall be subject to the availability of resources and appropriated funds.

ARTICLE II
ORGANIZATION, INFORMATION, PUBLICATIONS

1. *The Royal Government of Cambodia shall:*

a. *Through the Ministry of Health:*

- i. Provide, at no cost to the United States, facilities suitable for laboratories and administrative facilities to be established by NAMRU-2 and AFRIMS at mutually agreed upon location(s);
- ii. direct the Ministry of Health Medical, Ethics and Research sub-committee to review all mutually agreed-upon research protocols;
- iii. provide qualified physicians and nurses to furnish patient care in the performance of mutually agreed upon medical research protocols, and to provide other personnel to assist in the conduct and management of specimen and data collection;
- iv. ensure that all Cambodian personnel made available under this agreement use all equipment and supplies provided under this agreement solely for the purposes for which they are provided;
- v. facilitate and support NAMRU-2 and AFRIMS interaction with other Cambodian research and academic research and academic organizations as well as interaction with appropriate medical Non-Governmental Organizations (NGOs); and
- vi. provide logistical support, such as translation services, guide services and ground transportation, to the extent feasible, to support field operations conducted by NAMRU-2 and AFRIMS so contemplated by this agreement.

b. *Through the Department of Health, Ministry of National Defense:*

- i. select personnel who are qualified, or personnel who are capable of becoming qualified under the guidance of NAMRU-2 or AFRIMS personnel, to conduct field epidemiology, disease outbreak investigations, and laboratory evaluation and data management and analysis, who, after becoming fully qualified, will continue to support collaborative research efforts as mutually agreed upon;
- ii. ensure that all Cambodian personnel made available under this agreement use all equipment and supplies provided under this agreement solely for the purposes for which they are provided;
- iii. establish a committee similar to the Ministry of Health Medical, Ethics and Research Sub-committee and direct such committee to review all mutually agreed upon research protocols;
- iv. provide qualified physicians and nurses to furnish patient care in the performance of mutually agreed upon medical research protocols, and to provide other personnel to assist in the conduct and management of specimen and data collection;
- v. arrange for appropriate security for NAMRU-2 and AFRIMS personnel and United States-furnished equipment and supplies, as necessary, for mutually agreed upon projects; and
- vi. identify and make available appropriate persons who voluntarily participate as subjects in mutually agreed upon projects.

2. The Government of the United States of America shall:

- a. cooperate with the Cambodian Ministry of Health to carry out infectious disease research in Cambodia to meet the infectious disease research objectives of each Party;
- b. ensure that all medical research protocols have been approved by the NAMRU-2 and/or AFRIMS Human Use Committees, as appropriate;
- c. pay for the reasonable travel and per diem costs of Cambodian personnel associated with protocols undertaken, as provided for in this agreement;
- d. pay for necessary supplies and equipment to carry out projects undertaken, as provided for in this agreement;
- e. establish small field study sites, with the concurrence of the Royal Government of Cambodia as represented by the Ministry of Health, if they are needed to facilitate epidemiological studies outside of Phnom Penh which require continuing work; all logistical costs resulting from the establishment of and operating in the field will be the responsibility of NAMRU-2 and AFRIMS;
- f. assist Cambodian personnel in preparation of manuscripts for publication in association with the collaborative projects, and
- g. submit all reports and publications concerning the collaborative projects to the Ministry of Health prior to release.

3. The parties shall ensure that all biomedical research projects to be conducted under this agreement which involve the use of human or animal subjects shall be conducted in a manner consistent with the laws, regulations and ethical standards of both Parties. In the event of doubt as to the standard to apply, the more stringent biomedical research standard shall be applied, additionally, in all cases these standards will meet or exceed the applicable World Health Organization Standard.

4. All projects undertaken under this agreement will be executed on the basis of a mutually agreed upon protocol or project execution plan. Each Party may submit proposals for review by the other Party. All mutually agreed upon protocols will become appendices to and will incorporate all terms and conditions of this agreement.

ARTICLE III PERSONNEL

1. All NAMRU-2 and AFRIMS personnel who are citizens of the United States will possess either United States Official or Diplomatic Passports and shall be accorded the same status as provided to the technical and administrative staff of the United States Embassy in Cambodia. These personnel may enter and exit Cambodia with United States Government identification and collective movement or individual travel orders. The Royal Government of Cambodia shall facilitate the entry and exit of these personnel into and out of Cambodia.

2. Other NAMRU-2 and AFRIMS personnel are Indonesian or Thai nationals who are employees of NAMRU-2 or AFRIMS. These personnel may enter and exit Cambodia with the normal tourist travel documents required by Cambodia of citizens of their respective countries. The Royal Government of Cambodia shall facilitate the entry and exit of these personnel into and out of Cambodia.

3. All personnel costs for United States personnel, such as housing, travel and per diem, shall be the responsibility of the United States.
4. Except for areas where travel is prohibited for reasons of security and personnel safety, NAMRU-2 and AFRIMS personnel and vehicles will be permitted to travel without restrictions for the purpose of gathering research data and observing various medical and scientific phenomena under field conditions.
5. If Cambodian authorities detain any NAMRU-2 or AFRIMS personnel who are present in Cambodia pursuant to this agreement, Cambodian authorities shall immediately notify the United States Embassy in Cambodia and, if different, the embassy of the country of which the detainee is a citizen.

ARTICLE IV EQUIPMENT

1. Laboratory and other equipment, research materials, and other supplies, including motor vehicles, brought into or acquired in Cambodia will be exempt from duty, taxes, and other charges in relation to their import, presence, and use in Cambodia. All such equipment, supplies, and materials shall remain the property of the Government of the United States. The United States may export any such equipment, supplies, or materials that it brought into or acquired in Cambodia, at any time free from export taxes, duties, and other charges.
2. Baggage, personal effects and other property for the personal use of United States personnel and employees may be imported into, used in, and exported from Cambodia free from all inspections, duties, taxes and other charges during the period of their work in Cambodia pursuant to this agreement.

ARTICLE V MEDICAL ASSISTANCE, LIABILITY AND CLAIMS

1. All emergency and non-emergency medical care will be the responsibility of Cambodia. United States medical personnel will, in the absence of the availability of medical care by Cambodia and subject to the availability of United States personnel and supplies, provide emergency lifesaving care in the event of an adverse incident directly resulting from medical research conducted by United States personnel.
2. The Governments of the United States and Cambodia waive all of their claims against the other, except for contractual claims, for damage or loss to the property or personnel of the other arising from activities related to this agreement.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

No intellectual property rights are expected to be created in the course of cooperative activities under this agreement.

ARTICLE VII
CLASSIFIED INFORMATION

It is the intent of the Parties that activities conducted pursuant to this agreement shall be unclassified. No classified information shall be specifically generated under this agreement.


ARTICLE VIII
DISPUTES

Disputes between the Parties arising under or relating to this agreement shall be resolved only by consultation between the Parties and shall not be referred to a national court or international tribunal, or to any other person or entity for settlement.

ARTICLE IX
ENTRY INTO FORCE, AMENDMENT, TERMINATIONS AND DURATION


This agreement shall enter into force on the date of the last signature. It shall remain in force for a period of five years, unless sooner terminated. In the event of a conflict between this agreement and any other protocols developed under this agreement, the language of this agreement shall control. This agreement may be amended, including being extended, by the written agreement of the Parties. This agreement may be terminated by the written agreement of the Parties or by either Party upon 30 days written notice to the other Party.

IN WITNESS HEREOF, the undersigned, being duly authorized by their respective Governments, have signed this agreement, done in duplicate in the English language.


Kenneth M. Quinn
Ambassador

4 December 1998


Date
Phnom Penh, Kingdom of Cambodia



Hong Sun Huot
Minister of Health

4 December 1998

Date
Phnom Penh, Kingdom of Cambodia

WITNESSED:


Tea Banh
Co-Minister of Defense


Prince Sisowath Sirirath
Co-Minister of Defense